

Terms and conditions

This document sets out the terms ("Terms") on which Koda Legal provides legal services.

1. CONTRACTING PARTIES

- 1.1 Koda Legal is a legal entity registered at the Amsterdam Chamber of Commerce under number 74385933. Mr. A.M.R. Khodabaks is a lawyer (*advocaat*) registered at the Dutch Bar Association (*Nederlandse Orde van Advocaten*) and renders legal services through Koda Legal.
- 1.2 The Terms will apply to any matter when Koda Legal is instructed by the party to whom this document is sent and when Koda Legal acts for any corporate entity controlled or managed by that party. References to "you" are to the entity or entities contracting with Koda Legal on each such matter. The relevant services on each matter are provided solely for such entity or entities.

2. APPLICATION OF THESE TERMS

- 2.1 These Terms apply to all services provided by Koda Legal. By instructing (or continuing to instruct) Koda Legal, you acknowledge and agree that: (i) the Terms have been made available to you prior to the provision of services and shall apply unless explicitly agreed otherwise, and (iii) terms and conditions used by you do not apply, and (iv) the application of articles 7:404 and 7:407 paragraph 2 of the Dutch Civil Code is excluded, and (v) third parties engaged by Koda Legal, if any, in providing the services have the right to rely on these Terms towards you and you authorize Koda Legal to accept limitations and exclusions of liability used by such third parties. If you retain Koda Legal as agent for a third party, you confirm to have authority to retain Koda Legal on the basis of these Terms.
- 2.2 The Terms may be amended from time to time. Koda Legal will inform you of proposed changes and, unless we hear from you to the contrary within 21 days, such amendments will be deemed to come into effect from the end of that period.

3. THE SERVICES

- 3.1 The services to be provided to you will be agreed at the outset of the matter and may be varied by agreement during the course of the matter. You acknowledge and agree that the services (including without limitation communications, documentation, advice, invoices and/or other forms of information exchange) will preferably be provided using electronic and digital means.
- 3.2 If the services require Koda Legal to instruct third parties on your behalf, Koda Legal shall not be liable for the accuracy or completeness of advice or performance or adequacy of services provided by any such third-parties or for their fees and expenses. Where you ask Koda Legal to work alongside other professional advisers Koda Legal shall not be liable for the work of such other advisers or in relying on their work, for any loss or damage caused by such reliance by Koda Legal for the purposes of its own advice.
- 3.3 Koda Legal's services will not include advice on tax-related issues nor extend to advice on non-legal issues such as (but not limited to) technical, financial and accounting matters. Koda Legal is not responsible for the accuracy or effectiveness of formulae, mathematical calculations or technical specifications even where these appear in documents Koda Legal has drafted or reviewed.
- 3.4 Koda Legal does not have a third-party account (*Stichting Derdengelden*) and as such does not hold any third-party monies.

4. CHARGES

- 4.1 Koda Legal will agree the basis of its charges for acting for you on any particular matter, and whether any advance payment is required. In the absence of any other agreement, charges will be based on hourly rates which are reviewed and may be adjusted periodically. Expenses will also be billed although Koda Legal will generally ask for (substantial) expenses to be paid by you direct. Depending on the nature and requirements of a particular matter Koda Legal may charge you with a 5% mark up to cover office costs, which arrangement will be agreed in advance.
- 4.2 Any figure given by way of estimate, quote, hourly rate or other cost information is exclusive of VAT or other taxes, levies or duties.

5. PAYMENT

Unless agreed otherwise, Koda Legal will bill you monthly. You shall pay invoices within 14 calendar days after the date of the invoice. If any amount owed to Koda Legal remains outstanding after the due date, then until all amounts are paid, Koda Legal may (subject to applicable legal or professional rules) charge statutory interest (*wettelijke (handels)rente*) on the outstanding amount (including VAT and any expenses) from the date of the invoice. Koda Legal may also charge out of court collection costs of at least 15% of the monies owed and/or stop acting on your behalf.

6. CONFLICTS OF INTEREST

Koda Legal will determine whether it is free to act on a matter by reference to the applicable legal and professional rules relating to conflicts of interest. Koda Legal may also act generally for another client which, for you, is a market competitor.

7. CONFIDENTIALITY AND INFORMATION SECURITY

- 7.1 Subject to any overriding legal obligation on you or Koda Legal, Koda Legal will keep all confidential information which it receives as a result of acting for you confidential, and in particular will not disclose them to any other client without your express agreement.
- 7.2 You agree that Koda Legal may disclose confidential information belonging to you to other advisers acting for you on the same matter (unless you specifically instruct Koda Legal not to do so), to relevant bodies where required to do so by any applicable law or regulation and to service providers or, where necessary, to Koda Legal's professional advisers and insurers.
- 7.3 You understand that Koda Legal will use cloud-based services to hold (client) data and that it may be useful for Koda Legal to outsource certain services such as printing, document production, translation services and accounting, finance, document storage, IT systems/maintenance and development, data storage, IT security and replication of services for business continuity purposes and security. By confirming your agreement to these Terms, or by giving us further instructions or by continuing with existing instructions, you consent to such outsourcing arrangements.
- 7.4 Koda Legal will take reasonable steps to protect your confidential information but cannot guarantee security against all risks nor eliminate all risks associated with cyber. Koda Legal shall not be liable for the (incorrect) operation of any software, hardware (including without limitation any bugs, viruses or any other form of malicious code introduced in any software or systems) nor for any data- or cyber security incidents.
- 7.5 Koda Legal's expertise is built on prior experience and development of know-how. With that in mind Koda Legal may use any document for general know-how purposes in each case provided Koda Legal considers it appropriate to do so and subject to redaction to remove secret or proprietary information, or any ability to link the document to the underlying client and/or transaction.
- 7.6 You agree that where we have acted for you on a matter which has been publicly announced, we may disclose that we acted for you.

8. LIMITATIONS AND EXCLUSIONS OF LIABILITY

- 8.1 Koda Legal has a professional indemnity insurance (*beroepsaansprakelijkheidsverzekering*) provided by Markel Insurance with a maximum insured amount of EUR 1.000.000 (one million Euro) in accordance with the requirements of the Dutch Bar Association (*Nederlandse Orde van Advocaten*). Koda Legal's liability whether for breach of contract (*wanprestatie*), tort (*onrechtmatige daad*) or otherwise shall at all times be limited to the amount paid by Koda Legal's insurer under the aforementioned insurance increased with the amount of the policy excess (*eigen risico*) payable under the insurance policy.
- 8.2 If the insurer does not pay out any amounts under the professional indemnity insurance Koda Legal's liability whether for breach of contract, tort or otherwise shall at all times be limited to direct damages and not exceed an amount equal to either (i) the fees paid by you for the relevant matter for which liability has arisen; or (ii) EUR 10.000 (ten thousand Euro), whichever amount is lower.
- 8.3 Koda Legal's liability for indirect loss or damages which for the purposes of these Terms includes without limitation loss of goodwill or reputation, loss of data, loss of business or profits, loss of opportunity and/or any other form of unrealized benefits is excluded.
- 8.4 Claims against Koda Legal should be brought within 12 months following the date on which you became aware or reasonably should have been aware of the facts or circumstances giving rise to the claim, failing which the statutory limitation period will expire and you will no longer have the right to claim any damages.
- 8.5 You agree to indemnify and hold harmless Koda Legal from and against damages and/or costs (including reasonable legal fees) resulting from claims brought by third parties against Koda Legal based on or related to legal services provided by Koda Legal upon your instruction unless and only to the extent that such claim is a direct result of Koda Legal's gross negligence or wilful misconduct.

9. OWNERSHIP OF MATERIALS

Original materials, derivative works and compilations which Koda Legal generates are protected by copyright, which belongs to Koda Legal. The fee you pay for the services entitles you to use those materials for the purposes for which they were obtained. Should the materials incorporate information confidential or proprietary to you, such information will not be divulged to third parties.

10. TERMINATION

- 10.1 We both have the right to end the engagement at any time without being liable for damages. If you or Koda Legal were to decide that Koda Legal should no longer act for you on one or more matters, you remain responsible for payment of any outstanding amounts and charges and expenses incurred before such termination, plus any further charges and expenses for work necessary to transfer files to another adviser of your choice.
- 10.2 The provisions in the Terms which are meant to survive the termination of our engagement shall continue to apply after termination.

11. DATA PROTECTION AND COMMUNICATIONS

- 11.1 You acknowledge that where the work Koda Legal does for you involves the processing of personal data Koda Legal processes that personal data as an independent controller, not as a processor on your behalf nor as a joint controller with you. Koda Legal will process personal data in accordance with the Privacy Statement set forth in Annex A to these Terms. By instructing Koda Legal you

agree to the Privacy Statement. Data held by Koda Legal regarding your matter(s) will be retained for a period of 7 years after completion of the matter or longer if so required by law following which such data may be deleted.

11.2 Despite the use of anti-virus software to check incoming and outgoing electronic communications, Koda Legal cannot guarantee that transmissions will be free from infection. Koda Legal does not provide legal advice through Instant Messaging. Where you ask Koda Legal to participate in such communication, Koda Legal will not accept any liability for advice given through this means of communication or for any loss of confidentiality.

12. REGULATORY REQUIREMENTS

You acknowledge that requirements imposed on Koda Legal under applicable law (including without limitation anti-money laundering legislation (*Wwft*)) may require Koda Legal to research and verify the identity of its clients. You agree to provide all required documentation, information, cooperation and assistance to allow Koda Legal to meet any such regulatory requirements. You agree to promptly respond to requests, failing which Koda Legal may be unable to act for you, or to continue to do so. You accept that Koda Legal may take whatever steps it considers necessary to comply with applicable laws and regulations even if to do so would be inconsistent with its contractual or other duties to you. You agree that Koda Legal shall not be liable and that you shall not (directly or indirectly) bring any claim against Koda Legal for meeting any (reporting) requirements imposed on it by applicable law.

13. GOVERNING LAW AND DISPUTES

These Terms and all relationships (whether contractual or non-contractual) between you and Koda Legal regarding Koda Legal's services on any matter, shall be governed by Dutch law.

The complaints procedure set forth in Annex B shall apply to all services provided by Koda Legal. Complaints that remain unresolved following completion of the complaints procedure shall be submitted to the District Court in Amsterdam.

If you have any queries relating to these Terms, please address them by e-mail to Alvin@KodaLegal.com

agreed,

Signed _____

Name _____

On behalf of _____

Date _____